



# **REQUEST FOR PROPOSALS FOR COMMISSARY SERVICES**

RFP OPENING DATE: June 1, 2022

RFP CLOSING DATE: July 11, 2022

St. Louis City Justice Center  
200 S. Tucker Street  
St. Louis, MO 63102  
Phone: 314 621-5848  
Fax: 314-588-0273

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**CITY OF ST. LOUIS**

## **DIVISION OF CORRECTIONS**

### **REQUEST FOR PROPOSALS**

**FOR:** **COMMISSARY SERVICES**

**ISSUED:** **June 1, 2022**

**MAIL OR DELIVER  
PROPOSALS TO:** **City Justice Center  
Lakesha Carter  
Contract Compliance Officer  
200 S. Tucker Blvd.  
St. Louis, MO 63102**

**TELEPHONE:** **(314) 621-5848 ext. 1069**

**PROPOSALS DUE:** **July 11, 2022 at 5:00 P.M. CST**

**One (1) original and six (6) paper copies of the proposal and a USB flash drive containing an electronic version of the proposal must be received by the above deadline in a sealed envelope with the envelope clearly marked "DOC COMMISSARY RFP-2022" on the outside or it will not be considered. All proposals must include complete and thorough responses to the RFP. All questions must be submitted in writing to the Contract Compliance Officer at the above address by June 22, 2022. Proposals received after the deadline will not be accepted.**

**There will be a walkthrough of the facility for potential vendors on June 15, 2022**

The Selection Committee will be comprised of the Commissioner of Corrections, one member selected by the Commissioner, one member selected by the Mayor, one member selected by the Comptroller and one member selected by the President of the Board of Aldermen.

Please direct all communications regarding the RFP Process to: Lakesha Carter (carterl@stlouis-mo.gov), Contract Compliance Officer. No contact with other City employees is permitted during the RFP process. Unauthorized contact regarding this RFP may result in disqualification or rejection of a proposal.

Questions concerning this RFP must be submitted in writing to the contact person no later than April 8, 2022. The STLDOC will maintain a list of all entities requesting copies of the RFP and will ensure that copies of all questions and responses shall be made available in writing to each entity on such list, when requested. Answers will also be publicly posted at on the City's website, <https://www.stlouis->

mo.gov/government/procurement/index.cfm.

Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Short procedural inquiries may be accepted by telephone; however, oral explanations or instructions given over the telephone shall not be binding upon the STLDOC. Vendors should not otherwise contact the STLDOC directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

Contact with the STLDOC after the submission of qualifications is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the RFP to the STLDOC or any of its employees or any Selection Committee Members will be considered an impermissible supplementation of the vendor's proposal.

RFP RESPONSE TIMELINE	
RFP Issue Date	June 1, 2022
Site Visit	June 15, 2022
Questions Due	June 22, 2022
Responses to Questions Posted	June 29, 2022
Proposals Due	July 11, 2022
Anticipated Contract Start Date	September 12, 2022

## Section 1. Purpose and intent:

The City of St. Louis, Division of Corrections (STLDOC) is requesting proposals from experienced vendors to provide a full range of commissary services for detainees held at The St. Louis City Justice Center, 200 St. Tucker, St. Louis, MO 63102 and the City Justice Center Annex at 7600 Hall Street, St. Louis, MO 63147. The main facility and annex house a combined, average daily population of approximately 700-1000 inmates.

It is the intent of the STLDOC to partner with the Vendor providing the best value and most secure efficient process for providing commissary and associated services. Please note that the closure date for the CJC Annex is unknown and we will need commissary services for the STLDOC.

The STLDOC is seeking proposals for contracts for a three (3) initial term with up to 3 one-year extensions and the STLDOC's option.

Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as "Vendors."

Issuing an RFP does not obligate the City of St. Louis to award a contract to any provider, nor is the City of St. Louis liable for any costs incurred by the organizations in the preparation of proposals. Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of

engagement. Nor shall the selection of a Vendor be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties. The City retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

The City reserves the right to reject any and all proposals submitted and to waive any and/or all non-material irregularities pertaining to the submission of the proposal. Additionally, any and all RFP projects elements, requirements and schedules are subject to change and modification. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the RFP process to obtain further information from any and all Vendors, and to waive any defects as to form or content of the RFP or any responses by any organization/business. All submitted materials will become the property of the City, may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the Vendor may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. By submitting a response to this RFP, each Vendor acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

## **Section 2. Scope of Work:**

The following describes the intended process of how commissary will be ordered and delivered, inmate accounting system specifications, hardware specifications, warranty and maintenance, staffing requirements, invoicing and implementation requirements.

The Vendor will be required to provide an inmate commissary ordering and delivery solution that meets the requirements set forth here as well as any value-added aspects that the Vendor may propose.

Vendor is required to interface with providers of inmate phones, inmate tablets and trust accounting software at no additional expense to the City.

Below are anticipated features of the program. Said inclusion is not meant to indicate any limitations of the program, but is intended to provide a description of some of the more salient components.

### **2.1 Commissary Services Requirements**

- a. Vendor shall maintain on its own premises, off-site from the City Justice Center (CJC), a large selection of items to be made available through the commissary program. The City shall approve all items to be made available at CJC. Purchase and payment for inventory and stock shall be the sole responsibility of the Vendor.
- b. At minimum, inmates will be able to purchase goods from the commissary at least twice per week. All sales will be made via order forms or an automated order user interface. Vendor will package and seal orders and deliver fulfilled orders within two business days after the order is transmitted.
- c. Vendor shall assume full responsibility for the actions of its personnel who may be present at the CJC site. All Vendor employees accessing the facility will be approved by the City and are subject to mandatory background check and fingerprinting. All workers are subject to a search while in Division facilities and all equipment used to provide services may also be searched at any time pursuant to Missouri Revised Statutes Chapter

221 Section 221.111.

d. Missouri Revised Statutes Chapter 221 Section 221.111 states :

- A. A person commits the offense of bringing contraband into a penal institution without authority (1) Brings and item of contraband into a penal institution or (2) Causes another to bring an item of contraband into a penal institution, or (3) Places an item of contraband in such proximity to a penal institution as to give an inmate access to the contraband.
- B. "Item of Contraband" means any of the following:
  - 1. Alcoholic Liquor
  - 2. Cannabis
  - 3. Controlled Substance
  - 4. Hypodermic syringe or hypodermic needles, or any instrument adapted for use of controlled substances or cannabis by subcutaneous injection.
  - 5. Weapon means any knife, explosive, or firearms, whether loaded or unloaded, or ammunition for any such firearm.
- C. Bringing any item of contraband into a penal institution is a felony, which is punishable by law.

- e. Vendor must provide an online care package program for family and friends to purchase City approved gift packages and clothing items for inmates incarcerated within Division of Corrections facilities.
- f. Vendor must make all commissary items available for purchase in bulk by the Division.
- g. The vendor must be able to set up all systems and be operational within sixty (60) days of the bid award and contract signing.
- h. Vendor must possess all necessary licenses and certifications and must have at least five (5) years' experience providing commissary and trust fund banking services.
- i. Vendor must submit three references for which you have provided commissary services and trust fund banking services.

## 2.2 Hardware/Software Requirements

- a. The City of St. Louis is in the process of implementing Lockdown Resident Banking System. The goal is to minimize the number of vendor accounts required for inmate fund retention. Vendor must utilize Lockdown Resident Banking Software to deliver commissary services.
- b. Vendor is required to interface with providers of IJMS, inmate phones, inmate tablets and trust accounting software at no additional cost to STLDOC.
- c. Vendor must provide and maintain all equipment necessary to the operation of commissary services at no cost to the STLDOC.
- d. Vendor must provide a designated support contact trained to assist with both commissary and

current trust accounting software.

- e. Vendor is required to provide an inmate wristband production system. The wristband must display the inmate's photo (color), master number, last name and first name, inmate booking number, inmate booking date, and inmate barcode.
- f. The Vendor must provide debit cards and all equipment needed to release an inmate's funds onto a debit card with minimal effort. See requirements below:
  - 1. The system must have the capability to swipe a debit card at release using vendor provided encrypted magnetic stripe readers and automatically load the debit card with the inmate's balance at release. Redundant data entry including debit card numbers, transaction amounts, or separate login for releases is unacceptable. At no time should unencrypted credit card numbers be transmitted or stored on the City's network.
  - 2. Debit release cards must carry the MasterCard or Visa logo.
  - 3. Debit release card must be FDIC insured.
  - 4. The service must be provide immediate access to funds.
  - 5. Release cards must provide the ability to make both pin-based and signature-based transactions.
  - 6. Both pin-based and signature-based transactions must be free of charge to the cardholder.
  - 7. Release card must allow for the first ATM withdrawal to be free of charge to the cardholder.
  - 8. Release cards must have a toll-free customer service number located on the card. Customer service must be accessible 24 hours every day.
  - 9. Vendor must provide a card swipe that will allow the facility staff to populate the debit card number on the website to reduce human error.
  - 10. Inmates have the option to register their card with the provider upon activation. If report lost, the provider can deactivate the card and send them the remaining balance at the time of deactivation.

### 2.3 Commissary Delivery/ On-Site Staffing

- a. Vendor's Proposal must specify the number of days per week that commissary items will be delivered to detainees. A minimum of two days will be required.
- b. Vendor will deliver commissary in safe and secure manner.
- c. The Vendor must have qualified and trained staff with sufficient back up personnel to successfully complete the contract requirements.
- d. Vendor's employees will be subject to a criminal background check by St. Louis Division of Corrections.
- e. Vendor's employees will be required to submit written and/or emailed reports detailing inappropriate inmate behavior, and incarcerated relatives.
- f. Vendor's employees must communicate in writing to the Commissioner of Corrections any relatives detained in any St. Louis Division of Corrections facility.
- g. Commissary workers shall not present any item other than commissary items that were ordered and paid for. Neither shall they pass any item from one inmate to another or take anything out of the facility for an inmate.
- h. Vendor shall abide by the orders of St. Louis Division of Corrections Security Staff

- including, but not limited to, the adherence to all division policies and procedures.
- i. Failure of Vendor's on-site staff to adhere to the St. Louis Division of Corrections policies and procedures, or a directive from the Commissioner of Corrections or designee at any time.

## 2.4 Merchandise

- a. Vendor shall make available for purchase by all detainees, items including but not limited to snacks, food stuff, hygiene items, clothing items, etc.
- b. Vendor shall not increase any prices without written authorization from the Commissioner of Corrections or his/her designee. Authorized price increases are effective on the first order day after the increase has been approved. All price increase requests must be submitted to the Commissioner of Corrections or designee with supporting invoices or documentation for review and approval.
- c. Items may be removed from commissary list by Commissioner of Corrections or designee at any time.

## Section 3. Pricing

Bidders must include the following information at a minimum:

- 3.1 Bidders must include the following information at a minimum:
  - a. Details of billing and payment arrangements
  - b. Commission rate to be remitted and net sales calculations
  - c. Provide pricing for common commissary items listed in Attachment 1 include the following information for each item:
    - Item price
    - Item size and packaging
  - d. Provide Pricing for the following items for City purchase in bulk:
    - T-Shirts
    - Bras
    - Underwear- male/female
    - Socks
    - Canvas tennis shoes
  - e. Any bottled items must have alternative product packaging.
- 3.2 All prices in successful Vendor's proposal shall, except by mutual consent of the parties, remain unchanged during the first year of any resultant contract term. Vendor shall not increase any prices without written authorization from the Commissioner of Corrections or designee with supporting invoices or documentation for review.
- 3.3 All price increase requests must be submitted to the Commissioner of Corrections or designee with supporting invoices or documentation for review and approval.



## Section 4. Content of Proposals

The following documents are required in the following order with the application:

- 4.1 Transmittal Letter: The Vendor shall provide transmittal letter with authorizing signature for the proposal. The letter must also list your organization's legal name, address, contact person name and title, contact person phone number, email, and FID/EIN number, if applicable. If a fiscal agent is used, please include information for both organizations.
- 4.2 Organization Information, Background, and Capability: Provide a more thorough description of your organization and the services it is qualified to provide to the City of St. Louis. Describe the organization's strengths, capabilities and experience in performing these services. Provide evidence of the organization's ability to successfully perform the requested services.
- 4.3 Commissary Operating Plan: Please provide narrative based on services required in Section 2 of this RFP. The City of St. Louis, Division of Corrections is looking for innovative ways to increase efficiency in delivery of commissary services, therefore all options and ideas, not just those set forth in this document will be considered.
- 4.4 Pricing: Please provide the required information detailed in Section 3.
- 4.5 Acknowledgment of Prevailing Wage and Benefits Requirements Per Ordinance 62124: Include a statement of acknowledgment of the minimum prevailing wage and the minimum prevailing fringe benefits required. See Section X.
- 4.6 Verification of License/Taxes: In this section, Vendors must affirmatively verify that the firm has a current business license and is current with tax remittance.
- 4.7 Minority & Women Business Enterprises: In this section, Vendors shall describe their organization's M/WBE participation.
- 4.8 Living Wage Acknowledgment: Submit a Living Wage Acknowledgment with the proposal. See Section IX and Appendix 2.

## Section 5. Proposal Evaluation

The evaluation of qualifications will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Division of Corrections, in accordance with the guidelines established by Ordinance No. 64102 and the Regulations established by the Board of Public Service.

The Selection Committee will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

- 5.1 Specialized experience, qualifications and technical competence of the Vendor, its principals,

project manager and key staff;

- 5.2 Ability of the Vendor to provide innovative solutions;
- 5.3 Approach to the project and any unusual problems anticipated;
- 5.4 Content based on the Vendor's qualifications (i.e. organization's history and background), the Vendor's financial capability to perform the requirements outlined in the RFP, the merits of its proposed program of services and proposed personnel related to the delivery of commissary services and trust fund accounting system and the vendors stated commission rate associated with their response.
- 5.5 Past record and performance of the organization with respect to schedule compliance, cost control and quality of work.
- 5.6 Commission schedule and pricing for bulk items;
- 5.7 Availability of financial and operating resources as required to provide services;
- 5.8 M/WBE and/or DBE participation;
- 5.9 Ability of the Vendor to meet statutory or ordinance requirements;
- 5.10 Other relevant criteria as may be developed by the STLDOC or the Selection Committee with regards to future proposal requirements. One such relevant, though not determinative, consideration will be the organization's commitment to the City of St. Louis.

The STLDOC and Selection Committee reserve the right to interview, or call for a presentation from, any Vendor submitting a response. The STLDOC and Selection Committee also reserve the right to discuss the proposals with any or all Vendors. The STLDOC and Selection Committee may request additional submission of information during the negotiations of the contract.

## **Section 6. General Terms and Miscellaneous Requirements**

- 6.1 Taxes and Licenses: The Vendor will be responsible for collection and payment of all required taxes (Local, State, Federal) relating to its performance under any agreement resulting from this RFP. Vendor shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any contract for services executed on behalf of the City stating that the Vendor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the Licenses Collector that the Vendor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect. The Vendor may check with the following to ensure compliance  
Collector of Revenue: Rooms-106-111 City Hall, 314-622-4111  
License Collector: Room 104 City Hall, 314-622-4528
- 6.2 Minority and Women Business Enterprise: The City of St. Louis is committed to promoting fair and open competition for Minority Business Enterprises and Women's Business Enterprises seeking to do business with the City of St. Louis. The Selection Committee shall consider participation by M/WBEs certified under the City's M/WBE program in making its selection pursuant to Ordinance

70767. If your proposal utilizes any such certified M/WBEs, describe such participation.

6.3 Living Wage: Any contract entered into pursuant to this RFP may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Vendors hereby agree to comply with the following measures, as applicable:

- a. Minimum Compensation: Vendor hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 1. The initial rate shall be adjusted each year no later than April 1, and Vendor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at <http://www.flystl.com/business/business-diversity-development-1/living-wage>.
- b. Notification: Vendor shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Vendor's employees, and within thirty (30) days of contract execution for existing employees, and within thirty (30) days of employment for new employees.
- c. Posting: Vendor shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the Vendor's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
- d. Subcontractors-Service Contracts: Vendor hereby agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Vendor shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
- e. Term of Compliance: – Service Contracts: Vendor hereby agrees to comply with these Living Wage Compliance Provisions for as long as work related to this Agreement is being performed by Vendor's employees, and to submit the reports in the form of the document located at <https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf> for each calendar year or portion thereof during which such work is performed.
- f. Reporting: Vendor shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
- g. Penalties: Vendor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
  - Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
  - Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;

- Barring the Vendor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
- Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Vendors shall submit with their proposal the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 2.

- 6.4 Service Contract Prevailing Wage: For all positions listed on the Secretary of Labor’s wage and fringe benefits determination, (see <https://sam.gov/wage-determination/2015-5075/18>), and as applicable, Vendors will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020) in any contract entered into pursuant to this RFP. Vendor must specify job classifications for on-site staff and provide documentation that the applicable wage is incorporated into their bid. **THIS WAGE DETERMINATION AND THE DETERMINATION OF MINIMUM PREVAILING FRINGE BENEFITS THAT ARE REQUIRED ARE LOCATED AT:**

[https://sam.gov/wage-determination/2015-5075/20?index=wd&keywords=&is\\_active=true&sort=-modifiedDate&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=sca&state=MO&is\\_wd\\_even=false&is\\_standard=true&cba=noCBA&prevP=prevPerfYesLocality&page=2](https://sam.gov/wage-determination/2015-5075/20?index=wd&keywords=&is_active=true&sort=-modifiedDate&date_filter_index=0&date_rad_selection=date&wdType=sca&state=MO&is_wd_even=false&is_standard=true&cba=noCBA&prevP=prevPerfYesLocality&page=2)

If any services for which the successful Vendor is obligated under an Agreement pursuant to this RFP are subcontracted, the successful Vendor shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor’s service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract..

- 6.5 Licenses and Permits: The Vendor will obtain and maintain at its expense and in its name, all necessary licenses and permits required to perform the services required under any Agreement resulting from this RFP.

- 6.6 City Data Offshore Use and Storage:

- a. Each Vendor submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the Vendor contemplates a necessary use or storage of City data offshore.
- b. If during the term of the contract or RFP process, Vendor or its subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Vendor shall be deemed in breach of contract, unless the Law Department shall first have determined in writing that extraordinary circumstances require the shift of the City data’s use or storage or that a failure to shift the City data’s use or storage would result in economic hardship to the City.

- c. If during the term of any contract, or this RFP process, City data is received or modified by Vendor's or its subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach.
- d. The City shall not award a contract to a Vendor who contemplates using or storing City data (or having a subcontractor use or store City data) at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:
  - The Vendor or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the Vendor or its subcontractor; or
  - A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the Vendor or its subcontractor's services would result in economic hardship to the City; or
  - The Vendor or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

6.7 Prohibition of Clickwraps and End User License Agreements: The City shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this RFP or any contract awarded following this RFP. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by this RFP shall be non-binding on the parties to any contract awarded following this RFP. Proposed contract provisions shall be negotiated between the City and the Vendor prior to their acceptance, and if accepted, included in a contract awarded following this RFP.

EULAs include, but shall not be limited to:

- a. Software license agreements separate from this Agreement.
- b. Terms of service separate from this Agreement.
- c. Privacy policies separate from this Agreement.
- d. Copyright policies separate from this Agreement.

6.8 Compliance with Safety and Sanitation Laws: The Vendor will abide by all City, State, and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Vendor's operations pursuant to any Agreement resulting from this RFP.

6.9 Furnish All Services: During the term of the Agreement, the Vendor has full responsibility for the successful performance and completion of all of the services specified. The City will consider Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges for services and deliverables. The Vendor understands and agrees that this is a requirement of the contract and the City will have no obligation to the Vendor in providing the Vendor's services.

- 6.10 Acts of God: The Vendor will not be responsible for performing, if they are unable to perform, the duties and responsibilities imposed by the Agreement during fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of either the City or the Vendor, unless mutually agreed otherwise.
- 6.11 Americans With Disabilities Act: In connection with the furnishing of goods and services under any Agreement resulting from this RFP, the Vendor and any subcontractors will comply with all applicable requirements and provisions of the Americans With Disabilities Act (ADA).
- 6.12 Non-Discrimination: In connection with any Agreement resulting from this RFP, the Vendor agrees that in performing any services resulting from the Agreement, neither he/she nor anyone under his/her control will permit discrimination against any business, employee or applicant for employment because of race, creed, color, religion, national ancestry or origin.
- 6.13 Indemnification: Each Vendor, in seeking, receiving, or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract
- 6.14 Agreement Representatives: Any changes in the method or nature of work to be performed under any Agreement resulting from this RFP must be processed by the Division of Corrections through the Vendor's representative. Upon execution of the Agreement, City Department of Corrections will name its representative who will represent the City under the Agreement.
- 6.15 Waiver: Waiver of any breach or condition of any Agreement resulting from this RFP will not be deemed a waiver of any prior or subsequent breach. No term or condition of any Agreement resulting from this RFP will be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties thereto.
- 6.16 Performance Bond: Vendor must provide a Performance Bond in an amount equal to 20% of the total value of the contract, which must contain specific language that identifies the insurance Vendor, the amount of liability coverage provided, and guarantees the Vendor will faithfully perform the obligations under the Agreement, the fidelity of officers, agents, sub-contractors and employees of the Vendor or indemnifies the Vendor for losses caused by dishonesty or a want of fidelity on the part of any person employed, acting under the authority of the Vendor or in contracted service to the Vendor. The bond will be in force prior to the award of the contract and will remain in force during the initial and any subsequent term of any contract. The City will retain the right to withhold Vendor's contracted monthly fees in the event the Vendor fails to meet its performance obligations under the Contract. After RFP has been awarded, successful Vendor must provide St. Louis City Division of Corrections the Performance Bond within seven days of notification of award.
- 6.17 Insurance: Vendor will provide and maintain, at its own expense, during the term of any Agreement resulting from this RFP, the following programs of insurance covering its operations hereunder. Such insurance will be provided by insurer(s) licensed to do business in the State of Missouri and evidence of such programs will be delivered to City within thirty (30) days of the effective date of any Agreement resulting from this RFP. Such evidence will specifically identify the Agreement. Professional liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate, with the City named as additional insured. If "claims made" is provided, continuing liability coverage ("tail") of at least five (5) years must be in force.

Worker's Compensation Insurance as required by the Statutes of the State of Missouri. General liability and Personal Injury Insurance up to \$5,000,000 with the City named as additional insured.

- 6.18 Governing Law and Venue: This RFP, and any agreement with a vendor that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute regarding this RFP or any subsequent contract shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.

## **Section 7: Terms to be Required in Contracts**

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By submitting qualifications in response to this RFP, Vendors agree to adhere to such terms:

- 7.1 Non-Discrimination Policy: Vendor agrees that neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, Vendor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- 7.2 Public Records Law: Vendor is hereby notified that the City is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Vendor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of the City’s rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that City determines in its sole discretion is a public record subject to disclosure under the Act.
- 7.3 Unauthorized Aliens Affidavit: Vendor shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit, attached herein as Appendix 3, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Vendor(s) shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the above-stated Statutes.
- 7.4 Anti-Discrimination Against Israel Act: Vendor shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit, attached herein as Appendix 4, affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

- 7.5 Indemnification: Vendor is, and at all time hereunder, shall be and remain an independent Vendor, and nothing herein shall be interpreted to mean that Vendor or any of its employees or agents is an employee or agent of the City of St. Louis.

Vendor will protect, defend, and hold the City, and its Board of Aldermen, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the City's premises and the acts or omissions of Vendor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Vendor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the City of St. Louis shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.

- 7.6 Prohibition on Limitation of Liability Clauses: Any clause in this Agreement interpreted to limit Vendor's liability shall not be enforced to the extent that it acts as a limitation of Vendor's liability. Limitations of liability include, but shall not be limited to:

- a. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;
- b. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
- c. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

- 7.7 Termination: This Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Vendor, in which event Vendor shall be paid for all services performed up until the date of termination.

This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Vendor fails to cure, it shall indemnify the City against any loss caused by its failure to perform and abandonment of the Agreement.



## Appendix 1

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### **ST. LOUIS LIVING WAGE ORDINANCE**

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#### **LIVING WAGE ADJUSTMENT BULLETIN**

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### **NOTICE OF ST. LOUIS LIVING WAGE RATES**

**EFFECTIVE APRIL 1, 2021**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$13.73** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$18.27** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$4.54** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2021**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.flystl.com/bdd> or obtained from:

**City Compliance Official  
c/o St. Louis Airport Authority  
St. Louis, MO 63145  
(314) 426-8111**



## NOTICE TO EMPLOYEES CITY OF ST. LOUIS LIVING WAGE ORDINANCE

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

### **THESE ARE YOUR RIGHTS...**

#### **Living wage**

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of \$13.73 per hour plus at least \$4.54 per hour for health benefits or \$18.27 per hour without health benefits.

#### **Retaliation**

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Certification and Compliance by calling the Living Wage Hotline.

#### **You may Report Living Wage Violations to:**

City Department Administering this Contract/DLWL

City Department Phone Number

**OR**

**OFFICE OF DBE PROGRAMS-CERTIFICATION AND COMPLIANCE  
LIVING WAGE HOTLINE (314) 890-1809**

**Appendix 2**

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**ST. LOUIS LIVING WAGE ORDINANCE**

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**LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION**

(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

**RESPONDENT NAME:** \_\_\_\_\_

**RFP TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **PREPARED BY:** \_\_\_\_\_

**PREPARER'S TELEPHONE NUMBER:** \_\_\_\_\_

**PREPARER'S E-MAIL ADDRESS:** \_\_\_\_\_

**PREPARER'S CELL PHONE NUMBER:** \_\_\_\_\_

**PREPARER'S ADDRESS AND ZIP CODE:** \_\_\_\_\_

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation may be subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations, as applicable, if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

**AUTHORIZED REPRESENTATIVE CERTIFICATION:**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Appendix 3**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Name)  
who, by me being duly sworn, deposed as follows:

My name is \_\_\_\_\_ (Name), I am of sound mind, capable of making this  
Affidavit, and personally acquainted with the facts herein stated:

I am the \_\_\_\_\_ (Position/Title) of \_\_\_\_\_. (Contractor)

I have the legal authority to make the following assertions:

1. \_\_\_\_\_ (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, \_\_\_\_\_ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

\_\_\_\_\_  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**Appendix 4**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Name) who, by me being duly sworn, deposed as follows:

My name is \_\_\_\_\_ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein state:

I am the \_\_\_\_\_ (Position/Title) of \_\_\_\_\_ (Contractor), and I have the legal authority to make the following assertion and certification and do hereby certify that pursuant to RSMO. Section 34.600, \_\_\_\_\_ (Contractor) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

\_\_\_\_\_  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: